









U. S. H. PARLIN, Newspaper and Advertising Agent, Fourth street, Cincinnati, Ohio, is authorized agent to receive and receipt for advertising and subscriptions for the Freeman.

We had the pleasure yesterday of shaking hands with "SAM," not the veritable SAM of political notoriety, but S. M. CARPENTER, Esq., of Bardonia, one of the cleverest and most talented young gentlemen in Kentucky. He is here on business, but of what character, we do not know—perhaps some of our beautiful and accomplished young ladies can answer. Our impression is that some of them could tell—if they would.

DEATH BY FREEZING.—We learn by a letter from a friend at White Sulphur, that WILLIAM R. QUARELL, a young man of intelligence and respectability—a native of Ireland, and school teacher in the vicinity of White Sulphur, Scott county—met a horrid fate in that neighborhood on the night of Monday, the 29th ult. He was found in an open field, early Tuesday morning, quite frozen, where it is supposed he had lain through the greater part of the night; but life not being extinct, he was conveyed to the nearest house, where medical and other assistance was promptly rendered, and every effort made to save him—which only served to prolong his miserable existence till 4 o'clock P. M., the following day, when he expired in the greatest agony—doubtless a victim to excessive drink—though not an habitual inebriate. He left no family, excepting a wife, to whom he had been recently married.

Our next door neighbors, Messrs. Loomis & Conery, who, by the way, have always one of the finest stocks of jewelry to be found in any house in the West, has been gladdening the heart of one of the editors of the Louisville Times with a present of a specimen of their superior pocket knives, which compliment is thus handsomely acknowledged.

We beg to make our politest bow to Mr. A. Conery, of Frankfort, for a very handsome present in the shape of a most elegant pocket knife, which he has just exhibited the good taste to send us. We also return thanks to the same gentleman for a similar present to our accomplished agent Mr. J. G. BOWMAN. Mr. C. has set an example to our hardware merchants in Louisville, which is worthy of all imitation. The knives in question are from the best jewelry establishment in the West, that of Messrs. Loomis & Conery, Frankfort, Ky., whom we cheerfully recommend to our friends.

[You can keep your old knife, Mr. Times, as we expect to carry one of the aforesaid before long]

A DUEL.—A dispatch from Jefferson City, dated the 2d, to the St. Louis Intelligencer, states that a duel was impending between Messrs. BROWN and STEWART, members of the Missouri Legislature, growing out of insulting language used in debate. The dispatch says that "neither of the gentlemen was seen in his seat this afternoon, and it is rumored that they will fight to-morrow morning. Capt. Facer is acting for Mr. BROWN, and Mr. BLACKWELL, it is understood, is the friend of Mr. STEWART."

Mr. SAMUEL O. MEAD, of Boston, who suspended some time this winter, has again resumed business, and paid off all his creditors both principle and interest—an honest man.

SHOOTING AFFAIR IN LITTLE ROCK.—A report has reached us via Helena, that a few days since, just as the Arkansas House of Representatives had adjourned, T. C. HINDMAN, Esq., of Helena, shot Dr. MOON, of Dardanelle. The wound was not considered dangerous.

ELECTIONS BY THE ARKANSAS LEGISLATURE.—Major JESSE A. JACKSON has been re-elected to the office of State Land Agent. C. F. M. NOLAN, of Independence county, Jas. H. HOBBS, of Benton, and DANIEL H. WILLIAMS, of Hempstead, were elected Swamp Land Commissioners.

Eighteen persons were baptized in Beargrass creek, near Louisville, Sunday last.—The ice had to be cut out so as to baptize them. One lady fainted when she was going in, affected by the intense cold water.

At Hawesville, Messrs. TRAUB & NESBITT have very ingeniously converted one of the large rocky caverns on their property, fronting their lower coal depot, into a substantial and secure Powder Magazine, by merely throwing a three foot wall across the entrance. The cave has capacity of holding 5,000 kegs.

PRICES OF LAND IN KANSAS.—A letter from Kansas, in the counties on the Missouri river adjoining Kansas, land is worth from \$10 to \$50 per acre. In Platte county, within fifteen miles of Weston, it cannot be bought for less than \$25, while much of it will bring \$50 an acre.

The stock of pork at New York on the 1st instant was 30,790 bbls old mess and 3,950 new do.

KENTUCKY STOCKS.—There were sales at the Philadelphia board, Feb. 2nd, of 12 shares Bank of Kentucky at \$102; 6 Bank of Louisville at \$102, and 15 Northern Bank of Kentucky at \$104.

A WOMAN BURNED TO DEATH.—The Cambridge (O.) Jeffersonian of the 2d inst. gives an account of a melancholy accident which occurred in Washington, a neighboring town, on Monday week.

About ten o'clock smoke was seen issuing from the dwelling-house of Mrs. MARY COLLEY. The alarm of fire was given, and the door burst open, when a most appalling spectacle was presented to view. Enveloped in flames lay the body of Mrs. COLLEY. By means of a hook her burning corpse was dragged from the room into the street, where the snow extinguished the flames surrounding it, leaving it a denuded, crisped and blackened object, frightful to look upon. It is supposed that she had been reaching for some article on the mantle, when her clothes caught from the fire in the gates, and that in trying to reach the door she fainted and fell beside the bed, which was taken fire from her burning clothes, and she was consumed.

NEW COUNTERFEIT.—Thompson's last Report notices the following: 10s, on the Bank of Kentucky, Ky., altered from 1s—vignette portrait of Henry Clay—men and women at each end.

# COURT OF APPEALS.

Fifty-Sixth Day.

TUESDAY, Feb. 6.

CAUSES DECIDED.

Bell v McAllister, Greenup; affirmed.  
Barnberger v Greenbaum, Cumberland; affirmed.  
Phillips v Sulpher Well road, Jefferson; affirmed.  
Fanny Smith v Terry, Henderson; reversed.  
Baker, &c., v Winfrey & Hedcock, (2 cases), Cumberland; reversed.  
Campbell v Hillman, Christian; reversed.  
Letcher v McKee, &c., Madison; reversed.  
Alcorn, &c., v Leicher, &c., Madison; affirmed.

Fifty-seventh Day.

WEDNESDAY, Feb. 7.

CAUSES DECIDED.

Chambers v Davis, Madison; reversed.  
McClain's Ex'r v Payne, Fayette; reversed.  
Toum v Oldham, Hopkins; affirmed.  
Simmons v Campbell, Warren; opinion modified and petition overruled.  
The Court then adjourned until Court in course.

McGaughey's Adm's v. HENRY, &c., Christian county.

Arthur McGaughey died, possessed of a large real and personal estate, after having made his will, which was proved and admitted to record in the county court of Christian, in October, 1832. His widow, a principal devisee, died about five days after the testator, and Mrs. Harriet Henry survived them but a few days, she being testator's daughter, and also a devisee—No executor having been named in the will, Edin Morris was appointed administrator, and the widow having died intestate, Robert McGaughey, one of the testator's sons, was appointed her administrator.

This petition was filed in January, 1853, by Edin Morris, adm'r, and Robert McGaughey adm'r, and in his own right, and Albert Wallace and Helen, his wife, a daughter of the testator, and John W. McGaughey, an infant son of said testator, suing by his guardian and next friend, against Arthur M. Henry, and Harriet G. Henry, infant children of Harriet Henry, deceased, and R. G. Henry, their father and guardian, to have a division of the testator's slaves according to a division previously made by commissioners appointed by the Christian county court, but disapproved and rejected by that court, or according to such principles as might be conformable to equity and the directions of the will.

The defendants, the children and husband of the testator's daughter, Harriet Henry, objected to the division already made as doing them injustice, and showing that the portion of the testator's estate which his daughter Harriet Henry had received by way of advancement, and under the will, was less than that received by her other daughter; they pray that the estate yet to be divided might be so apportioned as to give to those entitled to the share of said Harriet, one-fourth of the entire estate, and thus produce equality among the four children of the testator, considering the two children of Mrs. Henry as standing in the place of their mother.

It appears that a short time before the execution of the will, which bears date in August, 1850, the testator, with a view to the disposition of his estate by will, had caused his land, some 1300 acres, to be laid off into lots, and numbered 1, 2, 3, and 4, leaving still a residuum of about 255 acres. After devising to each a lot of land, varying from 242 to 309 acres, the will proceeds as follows:

"I will now designate to the portions or tracts of land allotted and bequeathed to my beloved wife, Julia P., and describes two tracts, including his dwelling-house and other buildings, and making altogether 255 acres; "set apart for the exclusive benefit of my wife, to be disposed of in any way she may think proper as life interest, and at her death or before to give said land to any one or more of her children, as she may believe them most worthy or needy," and no further disposition is made of the lands here spoken of. "As to my negro property," the will proceeds, "my daughter Harriet got two likely negro women, to-wit, &c., my daughter Ellen, as her sister, for her marriage, got two likely negro women; my wife and son Robert are requested to call in three or five men, my wish is Edin Morris (and three others named) or any three of them, and be the men whom they may, or to ascertain the value of my slave property, and then my widow shall have her choice of the negroes, equal to one-third the total value, and at or before the death of my widow she is privileged to divide said slaves as she may think proper among her children. Out of the remaining two-thirds of slave property, my widow, if she thinks proper to do so, set apart two negroes to each of my sons, Robert and John William, to equal the value of the negroes I gave to their sisters, E. Wallace and H. Henry, my sons having their choice to take those two negroes, male or female. After this is done, the above named men, if to be had, if not others of like character, will proceed to divide the remaining negro property equally among my children, to have and to hold." &c.

The will then states that this division of negro property cannot be made until the end of the year 1853, when a partnership between the testator and his son Robert shall expire, which the widow is authorized to settle, &c. The will then proceeds:

"And further, as it relates to my household and kitchen furniture, carriage, wagon, farming utensils, stock of every kind on the farm is to be divided between my widow and her two sons, to set up business for themselves separately, if they think proper so to do, first selling as much stock as will pay what debts or money I owe, my daughters is to have their piano or its proceeds equally between them when their mother wishes them to take it away."

Shortly after the death of the testator and his widow, the entire personal estate, including that bequeathed to his widow and sons, and also the piano (but not the slaves), was sold by his administrator, by agreement between the two administrators, and others concerned, the proceeds to be divided among the parties entitled under the will, subject of course to payment of debts, of which there seems however to be none, at least none of any consequence. The proceeds of these sales were upwards of \$4,000.

The Court, per Chief Justice Marshall, held—With regard to the proceeds of these sales, there is no difficulty.

Those arising from the sale of the piano are to be equally divided between the two daughters or their representatives, the husband, in both instances, being entitled.

So much of the residuum as arose from the property bequeathed to the widow and two sons,

after deducting such amount as may be necessary for debts and expenses, one-third belongs to each one of the sons, and the other third to the widow's administrator, to be distributed according to law among her heirs; and if there be any thing more, it is undivided estate, to be disposed of, so as to equalize, as far as may be, the portions received by the testator's children or their representatives by way of advancements or under the provisions of his will—but, in making this distribution with a view to equality, the slave given by the testator to his daughter, Mrs. Henry, after the execution of the will, to compensate for the difference of value between the land intended for and devised to her, and that devised to her sister, Mrs. Wallace, is to be taken into the estimate.

With regard to the two slaves which the widow, if she thought proper, was to set apart to each of the two sons, it is thought clear that the testator intended that the slaves should be allotted to them, whether the widow chose to act in the matter or not.

The principle question, his Honor says, and the one which presents the chief difficulty, grows out of the division of the land and slaves to the widow and the power or privilege thereto annexed.

There is not, his Honor says, in either devise an express grant of the fee simple, in absolute interest, nor is there any limitation, express, for life, and he is of opinion, upon the whole will, that it was intended the widow should have but an estate for life. That the power given was probably intended to enable her to meet the possible expenses of the family, and principally as a means of securing to her the respectful attention of the children.

There being no express power of selection or exclusion in reference to the division of the slaves, the authorities seem to require that there should be, by the decree, an actual division among all, though not necessarily in equal portions.—Kemp vs. Kemp (5 Vesey.) But, as, in this case there was no attempt to exercise the power, no question arises upon that subject.

The former doctrine, with regard to unexpected powers of this kind, was that the chancellor might take the place of the donee thereof, and exercise his right of selection and discrimination, and upon the same grounds; but modern cases, rule that such discretion belongs to the donee alone, and the chancellor, if he recognizes the right at all, recognizes it as belonging to the class from which the selection or discrimination is to be made, and divides among them equally, per capita.

Therefore, has the will made a disposition of the remaining interests in the land and slaves devised to the widow, or has it left this interest undivided, to be disposed of by law? His Honor assumes that the testator intended to dispose of his entire estate, and that at the death of his widow—or sooner if she thought proper, the children, (in case of the land (or such of them as she might select, and, (as to both classes of property) in such proportions as she might think proper, should take the property. This is, in effect, a gift to them as a class, subject to her power of selection and discrimination, and that power having failed, the gift to them, as a class, still remains. His Honor refers to the case of Collins, &c. vs. Carlisle's heirs, (7 B. Monro 14) as furnishing a direct authoritative precedent; and remarks that he would rest this case upon the authority of that, were it not for the elaborate argument of that case by the judge of this court, and the opposing opinion of the circuit court.

In Jarman on wills (2 vol. side page, 455.) the doctrine is laid, that when property is given to one for life, and afterward to such children, &c. as he or she shall appoint, or among them in such proportions as the donee shall appoint, and there is no express gift to these objects in default of appointment, such gift will be implied. Among the cases referred to in support of this proposition, is that of Brown vs. Biggs (4 Vesey, 708), where the bequest was "To such children of my nephew S. as my nephew, I shall think most deserving and that will make the best use of it, or (and) to the children of my nephew W., if any such there are or shall be." I having died in the life time of the testator, the Master of the Rolls, Sir R. P. Arden, and Lord Eldon, held the children to be entitled under the implied trust. The same case is stated somewhat differently in Hill on Masters (side page 68), but as to the point now in question, the decision (by a different Judge) appears to have been the same.—(See the author last cited for the full argument.)—2 Sup. on Vender—Kemp vs. Kemp (5 Vesey, 843). Brown vs. Peneke (6 Sim. 577). Croft vs. Adam (12 Sim. 639). Harrison vs. Harrison (2 Grall. Va. Sup. Rep. 1.). The cases would bear most strongly on the case under consideration, if the devise here were expressly for the widow's life, and his Honor is of opinion that they are little less conclusive upon the case of a life estate by construction, and as already said, if she had the fee, it is immaterial, in the present case, whether the remainder passed under a trust or simply by descent from her.

Judge Story, in sec. 10, 63 (Equity Jurisprudence,) treating of trust implied from powers, and states many strong cases in which trusts have been implied, but does not make the distinction between cases in which the devise to the donor of the power is expressly for life, and those in which it is indefinite. (See sec. 1063.)

The result of these views is, that the land and slaves, after the widow's death, passed by the will equally to the children of the testator, and must be divided among them and their representatives (the husband being entitled for life to the slaves, and probably to the land belonging to the shares of their wives,) without reference to inequality in other portions of the estate given or devised, but with a view to equality and proportion in respect to the land and slaves which had been devised to the widow, who was entitled to one-third of the slaves, though she did not live to make choice according to her privilege.

Decree reversed.

The New York Tribune of the 1st says: We are gratified to learn that the prospects are very favorable for an early resumption of payment on the part of Messrs. Page & Bacon, of St. Louis. The late steamers are understood to have brought considerable remittances from Page, Bacon, & Co., for the account of the St. Louis house, and the friends of that house here have combined to make it a sufficient loan to enable it to resume payment on all its obligations. Of this fund a very considerable amount has already been pledged with every prospect of making up the remainder.

# COMMERCIAL.

OFFICE OF THE LOUISVILLE COURIER, TUESDAY EVENING, February 6th.

The market is dull, and prices of all articles of consumption advanced, with small stock and meagre receipts. The weather is warm and the river falling fast.

BUTTER.—Sales of 400 lbs Goshen Butter at 28¢.

COTTON.—Sales of 43 bales Tennessee Cotton at 74¢—equal to cash.

OROBERIES.—Small sales of Rio coffee at 33¢; 20 bales of 65 hogsheads sugar at 44¢; 20 bales sold at 45¢. Sales of 50 half barrels new molasses at 25¢. Small sales of Elm Hall Sugarhouse molasses at 30¢.

FLOUR AND GRAIN.—Sales of 50 barrels flour at \$3.75; 500. Sales of 20 barrels fine flour at \$3.00. Small sales of corn from stores at 75¢ for ear, and 80¢ for shelled.

DRY FRUIT.—A sale of 65 bushels old dried Peaches in quarters, at \$1.50.

LARD.—Sales of 87 kegs No. 2 at 8¢.

SEED.—Sales of 30 bushels orchard grass at \$1.50.

WHISKY.—Sales of 40 barrels raw at 30¢.

TOBACCO.—Sales of 12,250 barrels Kentucky and Virginia manufactured Tobacco at 25¢ and 35¢ for Virginia, and Kentucky at p. n. Sales at the warehouse of 15 hbls at prices ranging from \$7.20 to \$7.70.

HAY.—We quote small sales of baled timothy from stores at 90¢ per hundred pounds, or \$13 per ton. The stock is very light.

CATTLE.—Good beefs are scarce, and we quote a sale of 40 head of choice for shipment, at 15¢, and a lot of 20 head of extra at 14¢.

POTATOES.—Scarce at \$2.00 per bushel, from first hands.

FREIGHTS.—No engagements to New Orleans, the asking rates being 50¢ for pound freight, and \$1.00 per barrel for pork. Cattle \$1.00 per head; sheep 10¢ per head.

CINCINNATI, Feb. 6, P. M.

FLOUR.—\$3@3.05.  
WHISKY.—\$4 to 25.  
PROVISIONS.—Nothing done.  
LARD.—\$3.  
CHEESE.—\$9@10.

Business continues very dull, and money is easy for prime paper.

NEW ORLEANS, Feb. 6, P. M.  
SUGAR.—Advanced 1/2¢; fair 3/4¢ to 3/8¢.  
FLOUR.—Good Ohio \$3.25.  
CORN.—90.  
MESS PORK.—\$13.50.  
SHOULDERS.—New 5¢.  
LARD.—No. 1, 9¢; prime 9 1/2¢.  
Slight exchange 1/4¢ to 1/2¢ per cent discount.

New York, Feb. 6, P. M.  
FLOUR.—Firm; 3,000 bbls sold.  
GRAIN.—Wheat is firm; Corn is firm, with an upward tendency; 20,000 bushels changed hands; white \$1.00@1.01; yellow \$1.00.

PORK.—Firm, with sales of old mess at \$12.50, and new at \$14.15@14.25.  
LARD.—Lower; 600 kegs sold at 10 1/2¢@10 3/4¢, and 400 bbls at 9 1/2¢.

WHISKY.—Ohio firm at 33¢@34¢.  
GROCERIES.—Sales of 100 bags Rio coffee at 6¢@10.  
Kentucky tobacco is firm at 7 1/2¢@9.

"MAN KNOW THYSELF."

An Invaluable Book for 25 Cents.

Every Family should have a Copy.

100,000 COPIES SOLD

In less than a year—this edition, revised and improved, is issued.

DR. HUNTER'S MEDICAL MANUAL

is a complete and practical guide to the physician, and a valuable aid to the student.

It contains a full and complete description of all the diseases of the human body, and a full and complete description of all the symptoms of disease.

It contains a full and complete description of all the causes of disease, and a full and complete description of all the effects of disease.

It contains a full and complete description of all the modes of cure, and a full and complete description of all the means of prevention.

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# NEW HOUSE.

WILSON & STEPHENS.

THE undersigned most respectfully announce to the citizens of Frankfort and surrounding country, that having purchased the dry goods store of I. P. BLACKWELL, they are prepared to sell every article pertaining to the

DRY GOODS BUSINESS,

and invite the custom of the old patrons of the house, together with as many new ones as may wish to buy the best and cheapest in the market.

We have retained the services of Mr. JOSEPH L. ROKMAN, as salesman and clerk in our establishment, who will be on hand to wait upon the customers of the house.

WILSON & STEPHENS.

Transfer.

HAVING sold out my dry goods store to Messrs. W. A. WILSON and JOHN V. STEPHENS, I take this method of recommending them to my old customers and the public generally, as gentlemen worthy of their confidence and patronage.

Jan. 12, 1853—J. P. BLACKWELL.

RESTAURANT.

G. H. DALINGHAUS.

RESPECTFULLY informs his friends and the public that he has retired entirely from his establishment on Mill street, between Main and Elbert, Lexington, Ky.

He will, however, continue to supply the place, on Mill street, between Main and Elbert, Lexington, Ky.

TAYLOR, TURNER & CO.,

BANKERS,

LEXINGTON, KENTUCKY.

INTEREST allowed on deposits, which may be withdrawn at pleasure.

CONCENTRATED EXTRACT OF

Aromatic Vinegar, a new and exceedingly pungent Aroma, very agreeable to the palate.

DR. NILLS DRUG STORE.

E. L. SAMUEL,

WHOLESALE AND RETAIL GROCER.

St. Clair street, Frankfort, Ky.,

AT 242 RECENTLY OCCUPIED BY SETTLER & ROSEN.

HAS selected an entire new stock of

Groceries, which he offers at a small advance on the Louisville prices, for cash. Having selected his goods with a view to quality, he cannot fail to please the most discerning customers.

Dec. 2.

WIG MAKER.

M. ZIMMER.

NO. 99 FOURTH ST., BET. MAIN AND MARKET

LOUISVILLE, KY.

INVENTOR OF THE DIAMOND WIG, and

no humbug, as is practiced in this city.

Ladies' Wigs, Hair, Brains, Curles, &c., made to order; also, Hair Braiding of every description, such as Barrettes, Braids, Bristles, Pobs and Guard Chains, Neckties, &c.



**ETNA INSURANCE COMPANY**  
OF HARTFORD, CONN.  
UNPAID CAPITAL \$300,000 (PAID IN)  
THIS COMPANY...  
J. W. WINGATE, Agent

**MANSION HOUSE**  
CORNER OF MAIN AND CLARK STS.  
THE undersigned have purchased the...  
J. W. WINGATE, Agent

**AYER'S PILLS**  
A new and reliable...  
J. W. WINGATE, Agent

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**DISCLOSURE**  
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J. W. WINGATE, Agent

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**RAILROADS**  
PITTSBURGH, PA...  
J. W. WINGATE, Agent

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J. W. WINGATE, Agent

**RAILROADS**  
PITTSBURGH, PA...  
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**MEDICAL**  
THE AMERICAN FRIEND...  
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**MEDICAL**  
LIVER COMPLAINT...  
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